

*Response Under 37 CFR § 1.116 * – Expedited Procedure – Examining Group 1771
Docket No. 1759.157
U.S. Serial No. 10/808,133*

REMARKS

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Without acquiescing to the propriety of the rejections in the Office Action dated May 18, 2006, claim 1 has been amended and claims 9-10 have been added. Entry of these amendments, reconsideration of the application, and allowance of all claims pending herein are respectfully requested in view of the remarks below. Claims 1-10 are now pending.

Claim Rejections Under 35 U.S.C. § 103:

Claims 1-6 stand rejected under 35 U.S.C. § 103(a) as being obvious over Gray et al. (U.S. Patent No. 5,707,904) in view of Crouch et al. (U.S. Patent No. 5,895,705) and Paquette et al. (U.S. Patent No. 5,229,207). In particular, Gray et al. is alleged to disclose all the elements of the claimed invention except for a teaching of a laminate comprising a varnish layer and a repositionable pressure sensitive adhesive layer. Crouch et al. is alleged to disclose a varnish layer and Paquette et al. is alleged to disclose a layer of adhesive which is pressure sensitive and affords good repositionability. The Office Action alleges that it would have been obvious to one of ordinary skill in the art to incorporate Crouch's varnish layer in the laminate of Gray et al. and Paquette et al. It is also alleged that it would have been obvious to have incorporate Paquette et al.'s repositionable pressure sensitive adhesive in the laminate of Gray et al. and Crouch et al.

Claim 1 of the present application recites a display support capable of being printed which includes a coated fabric having a textile layer and two impregnation layers. One of the impregnation layers is located on one face of the textile layer and another of the impregnation layers is located on an opposite face of the textile layer. A printable varnish layer is deposited onto the one of the impregnation layers. The varnish layer is a non-ink layer. A repositionable pressure-sensitive-adhesive layer is deposited onto the other impregnation layer. The adhesive layer remains repositionable when cured. A protective layer is arranged on the adhesive layer and formed from a sheet possessing very little adhesive force with respect to the pressure-sensitive adhesive layer.

Gray et al. discloses a coated awning fabric for use with a backlit sign. The coated fabric includes a textile scrim, and it is desired to minimize the appearance of the scrim from the side of the fabric opposite a light. The scrim is treated with an optical brightener on one side and a translucent coating on the other side. An opaque coating may also be applied to the translucent

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coating. A solvent may be selectively applied to the opaque coating to form a selected pattern (e.g., a sign) on the awning fabric. The selected pattern comprises opaque regions which may define letters relative to the translucent portions of the fabric when a light is applied to a backside of the fabric.

As described in columns 1-2 of Crouch et al., the Crouch et al. invention is considered by the Crouch et al. applicant to be an improvement to that described in Gray et al. Crouch et al. discloses an awning sign formed by attaching a back-lit sign and awning fabric on top of a pre-dried ink layer rather than first constructing a white fabric and then applying a wet ink layer on top thereof as is conventionally done, as described in column 2 of this reference. In particular, ink is applied to a release paper (see column 4, lines 13-16) and dried using warm air. A PVC plastisol is cast on to the release paper and a fabric scrim is applied thereto. After drying, a textile fabric is applied to the release paper. After calendaring and cooling, the release paper is stripped from the combined product. As noted above, Crouch et al. is alleged to disclose a varnish layer on a surface of PVC plastisol coating layer that coats a fabric. The alleged varnish layer consists of ink uniformly deposited across at least one surface of the release paper as described in column 4 of this reference. Such a varnish layer consisting of ink is not a non-ink layer as recited in claim 1. Instead, as described in the third paragraph of column 3, the varnish is utilized to form ink which is deposited on the release paper, but the varnish is not a non-ink layer nor is it printable. Further, there would be no motivation to print on the ink since any lettering would be previously provided by the ink itself applied to the release paper.

Paquette et al. discloses a film having a flexible backing bearing a layer of adhesive which allows good repositionability and can also become permanently bonded to highly plasticized substrates. As described in lines 15-20 and 57-62 of column 2, the film is initially repositionable but then becomes permanently bonded within a short period of time. There is no disclosure in this reference of any fabric structure, a varnish layer allowing printability, or any other features recited in claim 1. The mere existence of this repositionable layer would not make it obvious to combine it with either of the other cited references. Moreover, the layer disclosed does not remain repositionable as recited in claim 1, and instead becomes permanently bonded within a short period of time.

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The Office Action alleges that it would have been obvious to incorporate Crouch et al.'s varnish layer in the laminate of Gray et al. and Paquette et al. However, Gray et al. accomplishes the goal of creating letters or other information through applying an opaque coating onto a translucent coating and selectively applying solvent to the opaque coating to form a selected pattern on an awning fabric. Thus, there is no need when utilizing the invention of Gray et al. to print on the awning. Accordingly, there would be no reason to utilize a printable varnish layer in the Gray et al. awning, as recited in claim 1 of the present application, because the objective of the printing (e.g., lettering for a sign) is accomplished by other means, i.e., selectively applying solvent to the opaque coating previously applied. Accordingly, even if the alleged varnish layer in Crouch et al. was equivalent to that recited in claim 1, there would be no reason to combine this layer into Gray et al. to arrive at the subject matter recited in claim 1.

Further, the Crouch et al. invention is considered by the Crouch et al. applicant to be an improvement to that described in Gray et al. It could not have been obvious to incorporate the alleged varnish layer from Crouch et al. into Gray et al. since Crouch et al. was considered by the Crouch et al. applicant to be an improvement over the Gray et al. invention disclosure but such improvement did not incorporate the proposed combination. Thus, because Gray et al. and Crouch et al. accomplish the goal of providing lettering to an awning fabric or sign differently, the references themselves teach away from the proposed combination, and there would be no reason to incorporate the alleged varnish layer of Crouch et al. into an earlier version of such an awning fabric, i.e., the device disclosed in Gray et al.

Relative to the allegation that it would have been obvious to incorporate Crouch et al.'s varnish layer in the laminate of Gray et al. and Paquette et al. due to a desire to create a laminate that has ease of printing and increased stiffness, Gray et al. does not have a need for a layer with such alleged desired ease of printing nor does Paquette et al. disclose any reason for a layer having an ease of printing. Further, Crouch et al. discloses ink having a varnish and does not disclose a layer configured to be printed particularly since the ink disclosed therein has already been applied to the release paper and transferred to the plastisol layer. There would be no reason for further printing of the fabric disclosed therein. The alleged motivation of increased stiffness is unclear.

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Further, there would also be no reason to incorporate a repositionable pressure sensitive adhesive as allegedly disclosed in Paquette et al. into the awning described in Gray et al. As described in this reference, the awning is attached to a frame and is backlit by an illumination source. There would be no reason to reposition any portion of the awning and instead it is desired for the awning to remain in one location. The scrim as described in Gray et al. and Crouch et al. is utilized to reinforce the awning to provide sufficient strength, durability, and integrity. The problem which Crouch et al. and Gray et al. attempt to solve is how to have such a durable awning utilizing a scrim while still allowing light to pass therethrough such that the opaque portions (e.g., letters) described above relative to Gray et al., may be viewed by an observer as conveying certain information (i.e., a sign). There would be no desire for any portion of the awning to be repositionable. It is unclear what is meant in the Office Action by a desire to create laminate that has ease of handling and maneuverability. Accordingly, there would be no reason to incorporate Paquette et al.'s allegedly repositionable pressure sensitive adhesive into the disclosures of Gray et al. or Crouch et al.

Thus, because there would be no reason to combine the references, and even if they were combined they would not disclose, teach or suggest all the features (e.g., a non-ink printable varnish layer and a repositionable pressure-sensitive adhesive layer which remains repositionable when cured) of claim 1 of the present application, this claim cannot be obvious over the combination Gray et al., Crouch et al., and Paquette et al. Therefore, claim 1 is believed to be allowable and the dependent claims are believed to be allowable for the same reasons as claim 1 and for their own individual features.

Claims 7 and 8 stand rejected under 35 U.S.C. § 103(a) as being obvious over Gray et al., Crouch et al., and Paquette et al., and further in view of Edwards et al. (U.S. Patent No. 6,037,280). As described above, these claims are believed to be allowable for the same reasons as their base independent claim and for their own additional features.

New Claims:

Claims 9 and 10 have been added.

Claim 9 recites, *inter alia*, a printable varnish layer and an ink layer deposited on the varnish layer. As noted above, Crouch et al. discloses an ink varnish layer which is eradicable to

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produce lettering for a sign, but the varnish layer is not printable nor is there an ink layer deposited thereon. Instead, lettering is produced on the varnish layer by removing a portion thereof and there is no reason one would deposit an ink layer thereon because the desired lettering is produced by the eradication disclosed therein.

Claim 10 discloses, *inter alia*, a printable varnish layer and a pressure-sensitive adhesive which possess an adhesive force between 1 and 100 Newtons for a strip with a width of about 5 cm. The adhesive layer remains repositionable. As noted above, Paquette et al. discloses a film which is repositionable when first applied but which becomes permanently bonded. Thus, this reference cannot disclose an adhesive layer which remains repositionable nor an adhesive force of such an adhesive layer in the noted range.

No new matter has been added and thus, these claims are believed to be allowable.

CONCLUSION

It is believed that the application is in condition for allowance, and such action is respectfully requested.

If a telephone conference would be of assistance in advancing prosecution of the subject application, the Examiner is invited to telephone the undersigned attorney at the telephone number provided.

Respectfully submitted,



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